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U.S. DISTRICT COURT E.D.N.Y.

★ AUG 02 2011 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MARCO MOLINA,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER
STEVEN LAWRENCE (SHIELD NO. 13371), POLICE
OFFICER MARCO ARTALE (#929656) and JOHN
DOES 1-10,

THE CITY OF NEW YORK, POLICE
OFFICER FLAVIO L. ADAMES (SHIELD NO.
972), SGT. SEAN O'BRIEN (#2366), DET.
CHRISTOPHER RODRIGO (#7729) and DET.
EDWIN SANTIAGO (# 527),

THE CITY OF NEW YORK, POLICE OFFICER
MEGAN BARONE (# 00657), POLICE OFFICER
DOMENICO SCIBILIA (# 6524), SGT. PATRICK
DIVERS (# 1566), POLICE OFFICER JOSEPH
LAVIANO (# 1739), POLICE OFFICER ANDREW
AMPLO (# 03667) and POLICE OFFICER MICHAEL
SEPAR (#4545),

Defendants.

-----x
**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

10 CV 4920 (DGT)(CLP)

10 CV 04922 (SLT)(RER)

10 CV 04923 (ILG)(ALC)

WHEREAS, plaintiff commenced these actions by filing complaints on or about
October 26, 2010, alleging violations of his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, defendant City of New York served plaintiff with a Rule 68 Offer of
Judgment on June 24, 2011;

WHEREAS, plaintiff accepted defendant's Rule 68 Offer of Judgment on June 27, 2011;

WHEREAS, plaintiff has authorized counsel to settle these matters on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All claims in the above-referenced actions asserted by plaintiff Marco Molina are hereby dismissed, with prejudice, and without costs, expenses, or fees except as specified in paragraphs "2," "3," and "5" below.

2. Defendant City of New York hereby agrees to pay plaintiff Marco Molina the sum of Twenty Five Thousand and One (\$25,001.00), plus reasonable attorneys' fees, expenses, and costs, up to the date of the Rule 68 Offer, June 27, 2011, in full satisfaction of all claims by plaintiff against defendants. In consideration for the payment of this sum, plaintiff agrees to dismissal of all of the claims brought by him against the individually named defendants and to release all defendants, any present or former employees or agents of the City of New York, or any agency thereof from any and all liability, claims, or rights of action that were or could have been alleged by plaintiff in these actions, including claims for costs, expenses and attorneys' fees.

3. Plaintiff has assigned his rights to attorney's fees, expenses, and costs to his attorney, Christopher Wright, Esq.

4. Plaintiff Marco Molina shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release based on the terms of paragraphs "2" and "3" above and an Affidavit of Status of Licens.

If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

5. The City of New York hereby agrees to pay counsel for plaintiff, Christopher Wright, Esq., reasonable attorney's fees, expenses, and costs, to be determined at a later date, up to the date of the Offer of Judgment referenced in paragraph "2" above. Counsel for plaintiff hereby agrees and represents that no other claim for attorney's fees, costs, or expenses arising out of this action shall be made by or on behalf of plaintiff Marco Molina in any application for attorney's fees, costs, or expenses at any time.

6. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and Rule 68 Offer and Acceptance shall not be admissible in, nor mentioned in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereto.

8. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter.

If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 28, 2011

Christopher Wright, Esq.
Attorney for Plaintiff
305 Broadway, Suite 1400
New York, NY 10007
(212) 822-1419

By:

Christopher Wright, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants City of New York,
Police Officer Steven Lawrence, Police Officer
Marco Artale, Detective Flavio Adams,
Sergeant Sean O'Brien, Detective Christopher
Rodrigo, Detective Edwin Santiago, Detective
Megan Barone, Detective Domenico Scibilia,
Sergeant Patrick Divers, Police Officer Joseph
Laviano, Police Officer Andrew Amplo, and
Police Officer Michael Separ
100 Church Street
New York, New York 10007
(212) 788-0987

By:

Kimberly M. Savino
Assistant Corporation Counsel

SO ORDERED:

HONORABLE JOHN GLEESON
UNITED STATES DISTRICT JUDGE
10-CV-04920

SO ORDERED:

HONORABLE SANDRA L. TOWNES
UNITED STATES DISTRICT JUDGE
10-CV-04922

SO ORDERED:

~~HONORABLE I. LEO GLASSER~~ 7/29/11
HONORABLE I. LEO GLASSER
UNITED STATES DISTRICT JUDGE
10-CV-04923